

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

JJ ARCH LLC,

Debtor.¹

Chapter 11

Case No. 24-10381 (JPM)

**ORDER GRANTING *EX PARTE* JOINT MOTION OF MOVANTS JARED CHASSEN
AND ARCH REAL ESTATE HOLDINGS LLC
TO FILE EXHIBIT UNDER SEAL**

Upon the *ex parte* joint motion (the “Motion to Seal”)² of Jared Chassen and Arch Real Estate Holdings LLC seeking entry of an order, pursuant to sections 105 and 107 of title 11 of the United States Code (the “Bankruptcy Code”), Rule 9018 of the Federal Rules Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Bankruptcy Rule 9018-1, authorizing the filing of a redacted version of the September 5 Email annexed as Schedule 1 hereto and to be annexed as Exhibit A to the Reply, and the Court having found that it has jurisdiction to consider the Motion to Seal and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

¹ The last four digits of the Debtor’s federal tax identification number are 4251.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion to Seal.

IT IS HEREBY ORDERED THAT

1. The Motion to Seal is granted.
2. Pursuant to sections 105(a) and 107(b) of the Bankruptcy Code, Rule 9018 of the Federal Rules of Bankruptcy Procedure, and Rule 9018-1 of the Local Bankruptcy Rules for the Southern District of New York, the Movants are authorized to file a redacted version of the September 5 Email on the public docket of the above captioned case.
3. The Movants are authorized to file with the Court an unredacted version of the September 5 Email under seal.
4. Except upon further order of the Court, the September 5 Email shall remain under seal.
5. The Movants are authorized and empowered to take all actions necessary to implement the relief granted in this Order.
6. This Order is without prejudice to the rights of any party in interest, or the United
7. States Trustee, to seek to unseal the September 5 Email, or any part thereof.
8. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: New York, New York
September __, 2024

UNITED STATES BANKRUPTCY JUDGE

Schedule 1

September 5, 2024 Email (Redacted)

From: [Jeffrey Simpson](#)
To: [Kevin Wiener](#)
Cc: [Michael Wiener](#); [Jonathan S. Pasternak](#); [Leslie Thorne](#); jgorance@drakerep.com
Subject: Re: Consent Request - Tuscaloosa Portfolio

EXTERNAL

You clearly don't understand what the documents say like usual. I know exactly what the deal is as it relates to Drake because I actually negotiated it. I negotiated the loan docs and the JJ docs. Like usual you are absolutely incorrect and have no idea what you're talking about. Think adding counsel here for Arch means anything? they work for me too, if I agreed to engage them and I didn't. I know what you're doing in other litigations you're nothing but a crook. I follow the agreements to the t but we will deal with this in court as I told you in our last dialogue.

Why are you so interested in having Jared there? is it the joint defense agreement that you owe me? You don't get to bully your way through anything anymore you are done Kevin done. Jared wouldn't know where to unbutton his pants around multifamily and to be able to say if this is a good deal or a bad deal. He is beyond incompetent and not qualified or permitted.

I wish you understood what the court order said affecting the nonmember manager solely. Interesting how your lawyer asked for the JJ Entities non-pro tunc , we know why. You absolutely need every JJ entity to sign off and we are moving them so too bad.

We've started dissolution and I don't need any court order to tell me anything to the contrary. They are not the owners of this company, I am, you've been pushed to the sidelines after the exclusivity, you're nobody as it relates to Arch, absolutely nobody. You think some temporary interim order isn't questionable or reversible with no evidence, no discovery, nothing other than your disgusting lies?

You are one guilty guy and it will show very soon.

Good luck to you, you will need it

Jonathan G, I am sorry but there will not be any consents or anything whatsoever until such a point in time we get through the hearing of next week. It is what it is. Oak is absolutely not authorized in anyway to provide such consents.

Jeffrey Simpson

Sent from my iPhone

On Sep 5, 2024, at 12:17 PM, Kevin Wiener <kwiener@35oak.com> wrote:

Hi Jeff,

JJ Tuscaloosa has very limited major decision rights, none of which are implicated by this agreement. AREH therefore has the sole authority to direct Arch Tuscaloosa MM in this matter.

With respect to the proposed plan filed in bankruptcy court, as I'm sure your counsel explained to you, a plan has absolutely no effect unless and until it is approved by the bankruptcy court. The governance of JJ Arch and AREH remain subject to the subsisting court orders, which remain in effect unless vacated or varied by the bankruptcy judge (or by the state court should SDNY enter the proposed remand).

Jared continues to have the power to consent to AREH decisions on behalf of JJ Arch, and JJ Arch remains restrained from denying prompt consent to any AREH decision unless you and Jared agree to deny such consent. AREH will continue to recognize as valid a consent signed by either JJ Arch member.

You have had several months to ask the court to vary this order (and in fact your request to do so was denied and then denied again by the appellate division). You don't get to change a court order by saying it doesn't apply to you anymore and then ignoring it. That's called contempt of court.

We will continue to operate AREH and its subsidiaries in accordance with the operating agreements and court orders as we have done since November.

Regards,

Kevin

Sent from my Galaxy

----- Original message -----

From: Jeffrey Simpson <jsimpson001@icloud.com>

Date: 2024-09-05 11:46 a.m. (GMT-05:00)

To: Kevin Wiener <kwiener@35oak.com>

Cc: Michael Wiener <MWiener@35OAK.com>, "Jonathan S. Pasternak" <jsp@dhclegal.com>, Leslie Thorne <Leslie.Thorne@haynesboone.com>

Subject: Re: Consent Request - Tuscaloosa Portfolio

EXTERNAL

I am happy to study the below but I'm still dumbfounded as to why you think you don't have to ask for the JJ member for consent. What am I missing? The nonmember manager cannot make decisions of this type of scale on its own. Do you not understand the corporate structure now or are you simply circumventing like you have in the past? Once I know the answer to this question we will decide if this is something that requires my time today or if this is something that requires my time after the hearing next week.

Please note Jared is not relevant in these conversations. He has no authority to give any consent on behalf of the JJ entity for this property or any of the JJ

entities. You will also notice the papers that were filed earlier this week, the JJ dissolution process has commenced so you will be speaking to the dissolution member only and that is me. Either way you can't transact without the JJ investor member which owns 50% of the GP here.

Have a great day.

Jeffrey Simpson

Sent from my iPhone

On Sep 5, 2024, at 10:58 AM, Kevin Wiener <kw Wiener@35oak.com> wrote:

Gentlemen,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Please return consent at your earliest convenience.

Yours sincerely,

Kevin Wiener